



The Chase Manhattan Bank
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Billie J. Prue
Vice President

January 16, 2001

Jonathan L. Flaxer, Esq.
Golenbock, Eiscman, Assor & Bell
437 Madison Avenue
New York, New York 10022

Re: In re Randall's Island Family Golf Centers, Inc. et al. (The "Debtors").
Case Nos. 00-41065 through 00-41196 (the "Cases")

Dear Mr. Flaxer:

Reference is made that certain Revolving Credit and Guaranty Agreement dated as of January 2, 2000, as amended on January 30, 2000 and November 21, 2000 (the "Credit Agreement"), among the Debtors, The Chase Manhattan Bank, as Agent (the "Agent") and the lenders from time to time party hereto (collectively the "Lenders"). Reference is also made to that certain Final Order (I) Authorizing Debtors to (A) Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3) and 364(d)(1) and (B) Utilize Cash Collateral Pursuant to 11 U.S.C. §§363 and (II) Granting Adequate Protection to Pre-Petition Secured Parties (the "Final Order"), pursuant to which the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") approved the provision of the Credit Agreement.

We have been advised by the Debtors that they will be seeking authority from the Bankruptcy Court to retain your firm, Golenbock, Eiscman, Assor & Bell (the "Golenbock Firm"), as counsel for the Debtors. As you are aware, the Final Order provides, among other things that:

Except to the extent of the Carve-Out and the Statutory Fees, no expenses of administration of the cases or any future proceeding or case which may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged pursuant to section 506(c) of the Bankruptcy Code against the Collateral without the prior written consent of the Post-Petition Agent . . .

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This letter is to confirm the agreement between the Agent, on behalf of the Lenders, and the Golenbock Firm whereby the Agent agrees (a) to waive this provision of the Final Order, insofar as it pertains to the reasonable fees and expenses incurred by the Golenbock Firm (as such fees and expenses are allowed by the Bankruptcy Court) in connection with services provided to the Debtors for (i) obtaining Bankruptcy Court approval of Amendment No. 3 to the Credit Agreement or any subsequent amendment or other services relating to the Credit Agreement, (ii) the Debtors' efforts to sell their assets including, without limitation, preparing pleadings and agreements, assisting in negotiations, attending hearings and retaining other professionals in connection with the asset sales, (iii) motions, contested matters or adversary proceedings filed with the Bankruptcy Court on or prior to the date of this letter and (iv) replying, responding or answering to motions or adversary proceedings filed by third parties with the Bankruptcy Court from and after the date of this letter, and (b) that, subject to approval of the Bankruptcy Court upon due notice with respect to the reasonableness and allowability of such fees and expenses, the Golenbock Firm is entitled to a claim under section 506(c) of the Bankruptcy Code.

With respect to any other services provided by the Golenbock Firm to the Debtors not specifically identified in the preceding paragraph, the Agent agrees to waive the provision of the Final Order set forth above, but reserves the right to assert, among other things, that the Golenbock Firm is not entitled to a claim under Section 506(c) of the Bankruptcy Code for the fees and expenses incurred in connection with such other services.

By executing a copy of this letter, the Golenbock Firm agrees to be bound by the provisions hereof.

THE CHASE MANHATTAN BANK

By: William J. Pryor
Name: William J. Pryor
Title: Vice President

ACCEPTED AND AGREED TO:
GOLENBOCK, EISEMAN, ASSOR & BELL

By: Jonathan L. Flaxer
Name: Jonathan L. Flaxer
A member of the Firm

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